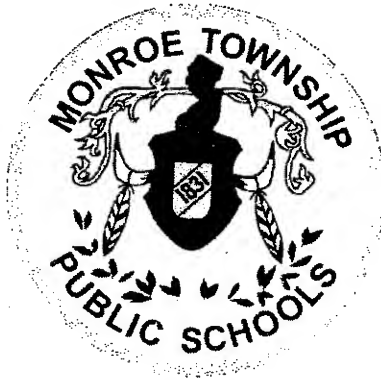


COLLECTIVE BARGAINING AGREEMENT

Between

**MONROE TOWNSHIP
BOARD OF EDUCATION**



and the

**MONROE TOWNSHIP
EDUCATION ASSOCIATION**



JULY 1, 2002 - JUNE 30, 2005

MONROE TOWNSHIP BOARD OF EDUCATION

Mrs. Allison J. Munch, President
Mrs. Delia Scales, Vice President
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Mr. Matthew Duffy
Ms. Kathleen Eley
Mrs. Mary Ann Herrschaft
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Mrs. Donna VanHouten
Mrs. Joyce Whyte

Superintendent of Schools

Dr. Charles M. Ivory

Assistant Superintendents

Mr. Stephen E. Derkoski
Mr. Vincent Tarantino

Board Secretary

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ARTICLE I RECOGNITION

The Monroe Township Board of Education, hereafter called the Board, recognizes the Monroe Township Education Association, NJEA, hereafter called the Association as the sole and exclusive bargaining agent for professional staff except the superintendent and assistant superintendents, principals, and assistant principals and any supervisor having the power to hire, discharge, discipline, evaluate or to effectively recommend the same, and substitutes, pursuant to NJSA, Title 34, Chapter 123, PL1974.

ARTICLE II NONDISCRIMINATION CLAUSE

- 2: 1 The parties agree to follow a policy of nondiscrimination against any employee on the basis of race, color, creed, age, national origin, sex, marital status or membership, participation in or lack of participation in, association with or lack of association with the activities of any employee organization.
- 2: 2 Employees shall be entitled to full rights of citizenship as granted under Federal and State Laws. No religious or political activities of any employee or the lack thereof shall be grounds for any disciplinary action or discrimination with respect to the employment of such employees.
- 2:3 The private or personal life of any employee is not within the appropriate concern or attention of the Board except when there is violation of law or an action that is definitively detrimental to the operation of the school system.

ARTICLE III GRIEVANCE PROCEDURE

3: 1 Definitions

- 3: 1.1 A grievance is a complaint that there has been a violation or misinterpretation of any provision of this Agreement.
- 3: 1.2 The term 'grievant' shall be considered to include any individual unit member, a group of unit members, or the Association. The individuals involved shall be specified when the Association is the grievant.

3: 2 Time Limits

- 3: 2.1 A grievance shall be initiated in writing within thirty (30) calendar days of the event. If the grievant could not have reasonably known of the event, the initial time period shall commence from the point at which he/she could have known. Failure to file timely in one (1) instance shall not preclude filing on a similar issue which occurs subsequently.
- 3: 2.2 a. Failure of the administration involved at any step of this procedure to communicate a decision or hold a grievance meeting within the specified time limits shall permit the aggrieved to proceed immediately to the next step.

- b. Failure of the Association to follow the timelines specified herein shall constitute a forfeiture of the grievance.
- 3: 2.3 The time limits specified at any step may be extended in any particular instance by mutual agreement between the Association and the superintendent. Such extensions must be in writing and signed by the parties.
- 3: 2.4 Grievances occurring after May 20 may be timely filed until September 15.
- 3: 3 **Informal Level**

An informal attempt may be made to resolve any complaint by discussion between the grievant, the Association representative and the appropriate supervisor or administrator before the difference becomes a formalized grievance. Such informal attempt shall not circumvent the time limits specified in Section 3:2.1 of this Agreement.
- 3: 4 **Formal Levels**

Grievances shall be presented and adjusted in accordance with the following procedures.
- 3: 4.1 **Step One** - A grievance shall be presented in writing through or by the authorized Association representative to the building principal. The principal shall within ten (10) calendar days after receipt of the grievance meet with the grievant and the authorized Association representative in an effort to adjust the matter to the satisfaction of all concerned. The principal shall make a decision and communicate it in writing to the grievant and the authorized Association representative within twelve (12) calendar days of the date he/she initially received the written grievance. Step One of the grievance procedure shall be bypassed when a grievance occurs which affects two (2) or more buildings or when a grievance occurs in a building in which there is no principal. Such grievance shall commence at Step Two by the Association who shall identify each individual on whose behalf the grievance is filed. A copy of such grievance shall also be signed with each Step One administrator in the building(s) affected.
- 3: 4.2 **Step Two** - The decision of the building principal may be appealed in writing to the superintendent within ten (10) calendar days after its receipt by the grievant and the authorized Association representative. The superintendent shall within seven (7) calendar days after receipt of the appeal meet with the grievant and the authorized Association representative in an effort to adjust the matter to the satisfaction of all concerned. (If another meeting(s) is deemed necessary by the superintendent, then an additional seven (7) calendar days shall be provided.) The superintendent shall within fourteen (14) calendar days of receiving the written grievance (or fifteen (15) calendar days if a second meeting is held) make a decision and communicate it in writing to the grievant and the authorized Association representative.
- 3: 4.3 **Step Three** - Within seven (7) calendar days after the receipt of the decision of the superintendent, an appeal in writing may be made by the grievant to the Board. Representatives of the Board shall hold a hearing within fifteen (15) calendar days of the receipt of such notice of appeal and shall render a decision in writing to the grievant and the authorized Association representative within fifteen (15) calendar days of receiving the written appeal.
- 3: 4.4 **Step Four** - Within fifteen (15) calendar days after receipt of the decision of the Board, an appeal may be made by the Association to the Public

Employment Relations Commission (PERC) for arbitration under its rules. Both parties agree to abide by PERC rules and procedures in the selection of an arbitrator. The decision of the arbitrator shall be final and binding upon the parties, but the arbitrator shall have no authority to add to, subtract from or modify this Agreement.

3: 5 Costs

The fees and expenses of the arbitrator shall be shared equally by the two parties.

3: 6 General Provisions

- 3: 6.1 It is expected that meetings held under this procedure will be conducted outside of school hours and at a place which will afford an opportunity for all persons proper to be present. "Persons proper to be present," for the purposes of this section, is defined as the grievant, the authorized Association representative, and qualified witnesses. In the event meetings are held during school time, by mutual consent, none of the persons proper to be present shall suffer any loss of pay and shall be provided class coverage.
- 3: 6.2 The Association shall be immediately notified when a grievance hearing is scheduled beyond the informal step and shall have the right to be present at all such hearings.
- 3: 6.3 All parties and employees shall cooperate in the investigation of grievances.
- 3: 6.4 The filing or pendency of any grievance shall not impede the normal management and continuing operation of the educational process.

**ARTICLE IV
ASSOCIATION RIGHTS**

4: 1 Use of Facilities

- 4: 1.1 The Association shall have the exclusive use of a bulletin board in each faculty lounge and faculty dining room for the posting of official Association notices and announcements.
- 4: 1.2 The Association shall have the right to place materials in bargaining unit members' mailboxes and shall have the use of the interschool mail system. All reasonable effort will be made by the Association to ensure that students are not exposed to such communications.
- 4: 1.3 The Association shall have the privilege of using buildings without cost for meetings before and after school when such facilities are not in use and provided there is no additional cost to the Board.
- 4: 1.4 The Association shall have the right to use all office equipment when not otherwise in use in all schools except for the office typewriters. A typewriter shall be provided for Association use in each building. The Association shall pay for the reasonable cost of materials incident to such use.

4: 2 Released Time for Association Officials

- 4: 2.1 The Board shall grant five (5) days' leave per year with pay for the president of the Association or his/her designee, for the purposes of administering the contract for the benefit of the parties.

- 4: 2.2 The Association president shall not be prevented from visiting schools, providing notification is first given to the building administrator and that such visits shall not interrupt work or normal school operations.
- 4: 2.3 One member of the bargaining unit may be granted a leave of absence without pay for one (1) year to work for the local or state Association of Teachers. This may be extended at the option of the Board.
- 4: 2.4 The Association President's duty periods, or an equivalent time at a non-secondary school shall be reserved for Association business. A log of his Association business shall be kept and reviewed with the superintendent monthly.
- 4: 3 **Payroll Deductions**
- 4: 3.1 In accordance with statutes, the Board agrees to deduct from the salary of each employee from whom it receives authorization to do so, the required amount of payment of Association dues. Such payments, accompanied by a list of employees for whom deductions have been made and the amount of the deductions, shall be forwarded to the NJEA within the first seven (7) calendar days of the following month. After the initial list is forwarded, only monthly modifications to such in addition to the appropriate sums shall be forwarded to the NJEA.
- 4: 3.2 The Board agrees to deduct from the salary of each employee from whom it receives authorization to do so, the required amount of fees for the payment toward a disability plan of the Association's choice and the amounts deducted shall be forwarded to the appropriate office.
- 4: 3.3 **Representation Fee for Nonmembers**
 - a. The Association president shall submit to the school district office a list of names of employees covered by this Agreement who are not currently dues-paying members of the Association. The school district, in compliance with the state law and this Agreement, will deduct from such employees' pay a representation fee equal to 85% of the amount set for Association members. The amount of total dues set for Association membership shall be at the sole determination of the Association and is to be paid by payroll deduction.
 - b. The Association agrees to establish and maintain a Demand and Return system according to PL1979, c477.
 - c. It is agreed by the parties to this Agreement that the Board shall have no other obligation or liability, financial or otherwise, (other than set forth herein) because of actions arising out of the understandings expressed in the language of this Article. It is further understood that once the funds deducted are remitted to the Association, the disposition of such funds thereafter shall be the sole and exclusive obligation and responsibility of the Association.
 - d. The Association shall indemnify and save the Board (and administration) harmless against any and all claims, demands, suits or other forms of liability including reasonable legal and/or representation fees resulting from any of the provisions of this Article or in reliance on any list, notice or assignment furnished under this Article.

- 4: 4 **Association Business**
Association officers shall not be prevented from visiting schools provided notification is first given to the building administrator, and that such visits shall not interrupt work or the normal school operation.
- 4: 5 **School Meetings**
At the end of a faculty meeting or bona fide emergency faculty meeting(s), an Association representative may announce an Association meeting(s).
- 4: 6 **General Provisions**
- 4: 6.1 The Board agrees to make available to the Association, upon request, any information in its possession which is a matter of public record which shall include but not be limited to a duplicate copy of the annual audit and budget that is submitted to the State Department of Education.
- 4: 6.2 The Board shall make available to the Association, upon request, a copy of the complete official minutes of all Board meetings which have been approved and made public. The Board agrees that the Association may make copies of all or part of these minutes and documentation at cost to the Board.
- 4: 6.3 The Board shall provide the opportunity for the teachers from all buildings to collaborate with the administration in the planning of in-service workshops.
- 4: 6.4 Each building principal will meet monthly at a time of mutual convenience with a representative of the Association for the purpose of discussion on matters concerning the administration of this Agreement. These meetings are not to be considered as negotiations and any conclusion arrived at as a result of such meetings shall not conflict with the collective bargaining agreement.
- 4: 6.5 Any proposed changes in rules, regulations, and/or policy affecting working conditions must be negotiated between the Board and the Association in accordance with NJSA, Title 34, Chapter 123, PL1974.

ARTICLE V WORKING CONDITIONS

- 5: 1 **Fair Employment Practices**
- 5: 1.1 Any tenured employee's suspension or dismissal for cause by the Board shall be controlled by NJSA, 18A 6-10 et seq.
- 5: 1.2 Any nontenured teacher who is not offered a subsequent contract by the Board will be given written reasons upon request. The teacher shall have the right to appeal in accordance with the mandates of NJSA, 18A 27-32, and the time frames specified therein, and may be represented by an Association official and/or legal representative except that failure to grant a contract to a nontenured teacher shall not be grievable.
- 5: 1.3 The Board shall notify a teacher that his/her contract has or has not been renewed no later than May 30 or such date as provided by law. Failure to notify is considered a renewal.
- 5: 1.4 The Board ensures that any individual or group may take appropriate legal steps in their self-interest without fear or reprisal.

5: 2 **Academic Freedom**

- 5: 2.1 Employees shall have the freedom in the classroom to discuss, in a balanced, objective manner, such topics as are relevant to their subject and appropriate to the grade level. Personal opinions, if stated, shall be identified as such.
- 5: 2.2 Employees shall select textbooks, AVA materials, and other teaching aids used for instructional purposes in the classroom, subject to the Board and/or administrative approval.
- 5: 2.3 Teachers shall not be mandated a prescribed, inflexible framework or methodology. It is further assumed that constructive criticism or help offered a teacher is both a duty and a responsibility laid upon the principal and/or supervisory staff by the School Board and the superintendent in order to help in the professional growth and competence of the teacher involved. This action, when necessary, must not be interpreted as discipline or reprimand.

5: 3 **Assignments**

- 5: 3.1 An involuntary assignment shall be made only after a meeting between the teacher involved, the superintendent, and the principal or principals of the schools involved at which time the teacher shall be notified of the assignment.
- 5:3.2 The Board agrees that teachers shall receive their assignments for the next school year prior to the last day of school. Changes required after this date will be mailed to their file address.
- 5: 3.3 Every teacher assigned to the high school or other fully departmentalized grade(s), but excluding special education classes that are self-contained, shall be guaranteed a lunch period of at least thirty (30) minutes. Elementary teachers shall be guaranteed a lunch period of at least forty-five (45) minutes, except for occasions when assigned to regular duty as per contract. Commencing January 1, 1989, elementary teachers will be guaranteed a daily duty-free lunch period of at least forty-five (45) minutes. Teachers shall not be restricted to their respective buildings during lunch periods.
- 5: 3.4 Nonteaching duties may be assigned according to state laws and applicable legal decisions. There shall be no discrimination based upon sex, race, religion, or age in the assignment of such duties.
- 5: 3.5 Academic preparation in the high school or other fully departmentalized grade(s), but excluding special education classes that are self-contained, shall not exceed four (4) in number, except on a voluntary basis.
- 5: 3.6 When a teacher relinquishes a preparation period, he/she shall be compensated at the rate of **\$25.00** per class coverage for the 2002-2003 school year, **\$26.00** for the 2003-2004 school year, and **\$28.00** for the 2004-2005 school year.
- 5: 3.7 Elementary preparation periods shall be scheduled at an average of 200 minutes per whole week. No block of time less than thirty (30) minutes in length will be used to compute elementary preparation time. Beginning with the 2001-2002 school year, all regular elementary classroom teachers will have a daily preparation period. This procedure will continue unless such scheduling cannot be accomplished within the confines of the current staffing levels or adversely impacts the Board's ability to implement new or revised programs, in which case the parties shall meet and negotiate in good faith. Preparation time in the high school and other fully departmentalized grade(s), but excluding special education classes that are self-contained, shall be guaranteed at one (1) period per day per teacher.

- 5: 3.8 Every teacher assigned to the high school or other fully departmentalized grade(s), but excluding special education classes that are self-contained, shall normally have five (5) teaching periods per school day.
- a. Teachers required to teach a sixth class for a full school year will be paid an annual stipend of **\$1,500** in 2002-2003, **\$2,000** in 2003-2004, and **\$2,500** in 2004-2005. Pro-rata payment of the stipend shall be paid to a teacher who is assigned to teach, or teaches, a sixth period class for less than a full school year, or for less than 5 days per week.
- 5: 3.9 Teachers who have six (6) preparation periods per week shall not be compensated for the loss of a single preparation period to cover a class during that week.
- 5: 3.10 When on an occasional basis a teacher is required to cover a sixth class and loses a preparation period, his/her duty period shall still be covered by that teacher.
- 5: 3.11 Teachers who are relieved of a duty period to cover a class on an occasional basis shall not be compensated. If a teacher loses a preparation period to cover a class but is then relieved of a duty period, that teacher shall not be compensated.
- 5: 3.12 Elementary teachers will be scheduled for a maximum of two periods per month in the technology lab, as long as the lab is in existence. These scheduled periods may or may not be utilized by the classroom teacher pending his/her strategy to implement the approved curriculums.
- 5: 3.13 The conference schedule shall be used in the elementary schools on all early dismissal days, except for emergency closings, to insure that all teachers receive preparation time during the student day.
- 5: 4 **Attendance Register**
No teacher shall be required to maintain a central attendance register.
- 5: 5 **Calendar**
- 5: 5.1 A representative school calendar committee of seven (7) members composed of the superintendent or designee; two (2) administrators; two (2) Association certified employees, and two (2) noncertified employees (secretaries) shall meet to formulate a tentative calendar. The committee shall agree and submit a recommended calendar to the superintendent. Prior to its adoption by the Board, the school calendar will be submitted to the Association for its suggestions.
- 5: 5.2 The in-school work year for teachers employed on a ten (10) month basis shall not exceed 186 days. The NJEA convention days will not be counted as student or teacher calendar days.
- 5: 5.3 The Association shall be responsible for the content of one in-service day per school year; content of such program shall be subject to the approval of the superintendent.
- 5: 5.4 The first day of the school year shall be an in-service day.
- 5: 5.5 **Substitute Lesson Plans**
Recognizing the need for adequate planning, teachers shall make available each day lesson plans, schedules, seating plans, and other information for the next school day or for longer periods as may be required by the principal, supervisor or department heads. These materials shall always be available for substitutes in a teacher's absence.

5: 6 Class Interruptions

The administration in each building shall establish a given time period for normal, routine announcements.

5: 7 Emergency School Closing

In the event that the schools are closed due to inclement weather, the telephone chain for contacting and informing bargaining unit members shall begin no later than one (1) hour before the earliest report time.

5: 8 Evaluations and Personnel Files

- 5: 8.1 All observations and evaluations of a teacher shall be made openly and with full knowledge of the teacher. Each formal observation shall concern itself solely with the function or class observed and shall be reviewed and signed by the teacher and administrator within ten (10) school days.
- 5: 8.2 Evaluations and observations shall be signed by the teacher to signify that he/she has been given the opportunity to read the observation or evaluation report. Signatures shall not be construed to indicate agreement with or acceptance of the observation or the evaluation.
- 5: 8.3 If a teacher is dissatisfied with an observation or evaluation, he/she may make a written statement of response, within thirty (30) days except that if a grievance has been filed, the time limit will be extended to fifteen (15) days beyond the resolution of the grievance, and have it permanently attached to the observation or evaluation and made part of the permanent file.
- 5: 8.4 The evaluation of teachers shall be in accordance with the guidelines developed by the State Department of Education. Teachers shall be informed of the district's evaluation policy and procedures at the beginning of each school year, and new teachers shall be so informed in writing at the time they receive their initial assignment.
- 5: 8.5 The district shall continue not requiring teachers to submit to video tape or electronic evaluation or observation.
- 5: 8.6 No teacher will be disciplined, reprimanded, reduced in rank or compensation without just cause. It is further assumed that constructive feedback or help offered a teacher is both a duty and a responsibility laid upon the principal and/or supervisory staff by the School Board and the superintendent in order to help in the professional growth and competence of the teacher involved. This action, when necessary, must not be interpreted as discipline or reprimand.
- 5: 8.7 No material derogatory to a teacher's conduct, service, character or personality shall be placed in his/her personnel file without just cause, and the teacher shall have an opportunity to review the material. The teacher shall acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicated agreement with the contents thereof. The teacher shall also have the right to submit a written answer to such material and his/her material shall be reviewed by the superintendent or designee and attached to the file copy within forty-five (45) days except that if a grievance had been filed, the time limit will be extended to fifteen (15) days beyond the resolution of the grievance.

- 5: 8.8 The Board agrees to treat all personnel files confidentially. All teacher files containing evaluations and materials relating to teacher performance shall be treated in the following manner.
- a. A teacher shall have the right to inspect the contents of his/her files.
 - b. The Board shall provide, at reasonable cost to each requesting teacher, copies of the records and reports contained therein.
 - c. A teacher shall have the right to answer any material filed, and his/her written answer shall be attached to the file copies.
 - d. Although the Board agrees to protect the confidentiality of personal references, academic credentials, and other similar documents, it shall not establish any separate evaluation file which is not available for the teacher's inspection.
 - e. No student shall be granted access to personal teacher information including paychecks, evaluations, address, phone number, etc.
- 5: 8.9 A teacher and his/her methods shall not be criticized in the presence of a student, member of the public, or other member of the teaching staff by any administrator without justifiable, substantive reasons.
- 5: 8.10 If any complaint regarding a teacher is made to the administration which is used in a written evaluation or disciplinary hearing, appropriate disclosure will be made as to the complaint sufficient to afford the teacher the opportunity to respond to such charges. If the charge is unjustified, the charge shall be removed from the file.
- 5:9 **Meetings**
- 5: 9.1 a. The Board agrees that regular faculty meetings shall be limited to a maximum of two (2) per month per building and shall be limited in length to forty-five (45) minutes from the end of the workday, except in the high school where the 45 minute meeting will start no later than 15 minutes after the end of the workday. Every attempt will be made to plan faculty meetings on designated days in each building at least seven (7) days in advance. However, due to emergencies, special arrangements will be made through the building principal and the building representative. Pay day will be avoided as a faculty meeting day.
- b. In any building in which two (2) meetings were held in a given month, then one (1) additional meeting may be held in that month only for a bona fide emergency reason provided that the superintendent or assistant superintendent has informed the Association president or building representative of the necessity for such a meeting.
- 5: 9.2 The Board agrees that required teacher attendance shall be limited to a maximum of three (3) evening meetings per year for the purposes of parent conferences (2) and open house (1). For the term of this agreement, teachers may leave after all buses have been dismissed on evening conference days, provided that all scheduled parent meetings are reasonably distributed among the assigned days and are a minimum of 15 minutes each.
- 5: 10 **Pay for Travel and Traveling Teachers**
- 5: 10.1 Teachers required to use their personal automobile in the performance of their assigned duties will be compensated at the rate authorized by the I.R.S. for deduction for business travel.
- 5: 10.2 Traveling teachers will be provided a reserved parking space close to the

entrance of the building.

5: 11 Pupil Grades

5: 11.1 The teacher shall maintain the responsibility to determine grades and other evaluations of students within the grading policies of the Monroe Township School District based upon his/her professional judgment of available criteria pertinent to any given subject area or activity to which he/she is responsible. No grade or evaluation shall be changed without notification and the opportunity for consultation.

5: 11.2 A teacher will be consulted prior to the promotion of a student by the administration when this promotion is in conflict with the teacher's recommendation for retention.

5: 12 Responsibility for Monies Collected

No teachers will be held responsible in the event that monies they are required to collect are lost or stolen. However, each teacher is expected to exercise reasonable care in the handling of these monies.

5: 13 Solicitation

Vendors shall not solicit their wares at faculty meetings.

5: 14 School Day

5: 14.1 The workday for teachers shall be seven (7) hours and five (5) minutes.

5: 14.2 No teacher shall be required to clock in or clock out by hours and minutes.

ARTICLE VI

TEACHER FACILITIES AND RIGHTS

6: 1 Facilities

6: 1.1 The Board agrees to provide in each school building a clean, attractive and comfortable employees' lounge.

6: 1.2 No teacher shall be required to purchase lounge furniture or furnishings.

6: 1.3 Restrooms shall be maintained in each building for each gender for exclusive use of employees.

6: 1.4 Special clothing will be provided - smocks for art and home economics, lab coats for science, shop aprons for industrial arts, and proper laundering services for all clothing provided.

6: 1.5 No teacher shall be required to conduct his/her duties under unsafe or hazardous conditions.

6: 1.6 The Board shall provide to the Association a copy of the State safety guidelines for each building.

6: 1.7 The Board shall reimburse teachers for the cost of any clothing or personal property damaged as a result of restraining students or personal attack in the discharge of his/her duties within the scope of employment.

6: 2 Rights

6: 2.1 Each teacher shall be provided sufficient supplies and materials for performing his/her teaching duties.

6: 2.2 The Board agrees to provide a professionally printed copy of the negotiated

- collective bargaining agreement to each employee, plus twelve (12) copies for Association purposes. The costs are to be borne by the Board.
- 6: 2.3 Each teacher shall be provided a file cabinet, storage space, and other necessary equipment and supplies in order to perform his/her assigned duties.
- 6: 2.4 Each teacher shall have available audiovisual equipment necessary to perform his/her teaching function. It is understood that reasonable effort will be made to maintain such equipment.
- 6: 2.5 Any teacher required to meet with an administrator shall be given prior notice of the items to be discussed at the meeting. Whenever a teacher is required to appear before the Board or any other administrator in an investigatory interview which he/she reasonably believes may lead to disciplinary action, he/she shall be given prior notice of the meeting and shall be entitled to have an Association representative present to advise him/her during such meeting. If an investigatory meeting between an administrator and a teacher, which the teacher did not believe would lead to discussion of disciplinary action and at which no Association representative is present, does lead to discussion of disciplinary action, the teacher has the right to recess the meeting until such time as an Association representative can be present.
- 6: 2.6 Any teacher who requests a meeting with any other administrator concerning a disciplinary action shall be entitled to same and may have an Association representative present.

ARTICLE VII

LEAVES OF ABSENCE

7: 1 Sick Leave

- 7: 1.1 There will be twelve (12) sick days with pay per year. Days not used shall be credited towards the employee's accumulation of sick leave.
- 7: 1.2 The Board or the superintendent may require the submission of a physician's certificate as provided in NJSA, Title 18A 30-4. In cases of questionable recurring absence, the employee, administration and the MTEA building representative will be advised, and a physician's certificate may be required for each subsequent absence in accordance with NJSA Title 18A 30-4.
- 7: 1.3 Teachers shall be given a written accounting of accumulated sick leave days no later than September 30 of each school year.
- 7: 1.4 Any teacher absent due to illness beyond annual sick leave and accumulated sick leave may request the differential pay between his/her regular pay and the substitute rate. Such determination shall be at the discretion of the Board upon recommendation of the superintendent on a case-by-case basis.
- 7: 1.5 Any teacher having perfect attendance for a year's service excluding two (2) personal days, professional, bereavement, military leave shall receive three hundred (\$300) dollars per school year.

7: 2 Death in Family

- 7: 2.1 In the event of death in the immediate family, teachers shall be granted with pay for attending the deathbed, funeral or to make funeral arrangements as hereinafter stated.
- a. An allowance of five (5) days shall be granted in the case of death in any of the following:

1. employee's parents, spouse, children, brothers, sisters, parents of the employee's spouse and other persons residing as a member of the household of the employee,
 2. legally adopted members of the family and step-relationships as outlined in a.1.
- b. An allowance of three (3) days shall be granted to attend the funeral of any other relative of the following:
1. uncle, aunt, grandparents and grandchildren of the employee,
 2. brother-in-law, sister-in-law, son-in-law and daughter-in-law of the employee.
- c. In the event of a teacher or student death in the Monroe Township School District, the principal or immediate supervisor of said teacher or student shall grant to an appropriate number of teachers sufficient time off to attend the funeral.

7: 3 Personal Leave Days

All teachers are entitled to three (3) personal leave days without requiring in advance the specific approval of the administration, subject to the following restrictions.

- a. Except in the event of an emergency making such notice impossible, at least forty-eight (48) hours' notice shall be given in order to provide for substitutes.
- b. Such leave shall not be granted immediately prior to or after any scheduled vacation or school holiday.
- c. Such leave days will be used for bona fide personal business normally unable to be completed after normal school hours, such as appearance in court, real estate settlement, IRS review, physical exam for the armed forces, graduation when receiving a degree.
- d. Each teacher, upon return, shall sign a statement that the leave day was taken under these guidelines.
- e. All personal days unused at the end of each school year will be converted to sick leave and added to the employee's accumulation.

7: 4 Professional Leave Days

There shall be two (2) professional days granted at the discretion of the superintendent or designee.

7: 5 Child-Rearing Leave

A teacher anticipating the birth of his/her child may apply for and will be granted an unpaid leave of absence subject to the following.

- a. He/she provides medical certification of the anticipated date of birth.
- b. He/she applies in writing for such leave no less than sixty (60) days prior to the commencement of leave.
- c. He/she continues such leave until the beginning of the next academic marking period.
- d. Such teacher may apply also for an additional one- (1) year leave and such leave shall be granted. Application for such

extension must be made no later than April 1 of the prior school year.

- e. Child-rearing leave shall not exceed a maximum of two (2) academic years.
- f. Entitled benefits at the time of commencement of child-rearing leave shall be frozen until return from such leave.
- g. Any teacher may apply for and will be granted this leave in the case of adoption by the teacher of a child five (5) years of age or younger under the same terms as specified herein.
- h. A teacher on such leave may apply for reinstatement during this leave and shall be reinstated provided that a suitable vacancy exists.
- i. A teacher on such leave may apply for placement on the substitute teaching list at the substitute per diem rate.

7: 6 Sabbatical Leave

7: 6.1 A sabbatical leave may be granted to a teacher by the Board for study including study in another area or for other reasons of value to the school system. The sabbatical leave may not be used for acquiring a Bachelors Degree. The program of study shall be presented in writing to the superintendent of schools for approval upon application for the sabbatical leave. Sabbatical leave may be granted, subject to the following conditions.

- a. If there are sufficient qualified applicants, sabbatical leaves may be granted to a maximum of two (2) professional staff at any one time.
- b. Requests for sabbatical leave must be received by the superintendent in writing in such form as may be mutually agreed upon by the Association and the superintendent, no later than December 1 and action must be taken on all such requests no later than February 15 of the school year preceding the school year for which the sabbatical is requested.
- c. The teacher must have completed at least seven (7) full years of service in the Monroe Township School District to qualify.
- d. A staff member on a sabbatical leave (either for one-half (1/2) of a school year or a full school year) shall be paid by the Board at fifty-five (55) percent of the salary according to the regular payroll procedure established for the school district and shall be eligible for the normal insurance coverage offered regular employees for one completed academic year beginning in September and ending in June.
- e. No sick leave shall accrue during the period the employee is absent from service, however, unused sick leave shall be restored without loss when the employee returns to regular teaching duties.
- f. The salary payments under this clause should be decreased by any amount that it plus any grant-in-aid that may be received by the teacher exceeds his/her expected salary.
- g. Upon return from sabbatical leave, a teacher shall be placed on the salary schedule at the level which he/she would have achieved had he/she remained actively employed in the system during the period of his/her absence.
- h. Final determination regarding the granting of sabbatical leave rests solely with the Board of Education.

7: 7 Jury Duty

An employee required to serve on jury duty shall be paid the difference between jury duty fee and salary. Each teacher assigned to jury duty shall advise the superintendent in writing within five (5) school days of receiving notification.

7: 8 Extended Leaves

7: 8.1 An extended leave of absence without pay up to two (2) years shall be granted to tenured teachers who join the Peace Corps, Vista, The Teacher Corps, or serve as an exchange teacher, and who are full-time participants in any such programs. It is agreed that teachers taking leave under this section shall be limited to not more than two (2) percent of the teaching staff at any one time.

7: 8.2 It is further agreed that such leave and similar long-term leaves of absence once granted shall not be repeated in less than seven (7) years and that similar requests from other eligible teachers shall have priority.

7: 8.3 All requests for extended leaves of absence will be filed with the superintendent in writing at least three (3) months prior to the end of the school year and shall be confirmed by the superintendent as soon as possible thereafter. Such requests shall contain the purpose of the leave and the expected beginning and termination dates.

7: 8.4 All benefits to which a tenured teacher was entitled at the time of a leave of absence without pay commenced, including unused accumulated sick leave and credits toward sabbatical eligibility, shall be restored upon his/her return.

7: 8.5 Teachers on leave of absence without pay for study and related professional experience shall be permitted to perform substitute teaching services.

7: 8.6 No more than two (2) teachers each year who have completed seven (7) years service in Monroe Township shall be granted a leave of absence without pay for a full academic year upon written application to the Board of Education. Such application must be submitted not less than sixty (60) days before the beginning of the leave. Teachers who receive this leave must wait an additional seven (7) years before submitting another application for leave under this article.

7: 9 Military Leave

7: 9.1 A military leave of absence without pay shall be granted to a tenured teacher inducted in the armed forces for a required length of service, according to the terms of the Selective Service and Training Act of 1940 and subsequent amendments by Congress. Upon return to the school system, such teacher shall be placed on the step of the salary scale as required by law without forfeiture of any eligible seniority to a tenured teacher.

7: 9.2 Teachers called for reserve duty shall receive pay as provided for in NJSA, Title 38 23-1, provided they immediately notify the administration in writing and request of the government agency in writing that such requirement for duty be scheduled during nonteaching time.

7: 10 Leave to Care for Family member with Serious Health Condition Under the Family Leave Act

a. A teacher may be granted an extended leave of absence without pay in order to care for a family member (as defined in the Family Leave Act) who has a serious health condition. The employee shall provide at least

- fifteen (15) days prior notice to the commencement of the leave, except where emergent circumstances warrant shorter notice.
- b. Employees desiring family leave must submit a leave request indicating a prearranged commencement and expiration date. An employee may return to work prior to the prearranged expiration of the family leave period at the discretion of the Board.
 - c. Insofar as required by the Act, the Board will maintain in effect, for up to the maximum 12 week duration of leave under the Act, the employee's health insurance coverage as if the employee had continued in active employment.
 - d. An employee desiring to take leave in excess of the maximum weeks allowable under the Family Leave Act must include a request for this additional leave time along with the original Family Leave Act request. Leave shall be for the remainder of the school year.

**ARTICLE VIII
SUMMER SCHOOL, HOME INSTRUCTION, TITLE
PROGRAMS**

- 8: 1 All openings for positions in the accredited summer school, home instruction, Federal projects and other special programs shall be posted by the superintendent in each school.
- 8: 2 Summer school and workshop openings shall be posted no later than May 15. Those teachers who have been employed shall be notified not later than June 5 or earlier whenever possible.
- 8: 3 In filling such positions, consideration shall be given to a teacher's area of competence, major and/or minor field of study, quality of teaching performance, attendance record and length of service in the Monroe Township Public School District.
- 8: 4 Home instruction, Saturday suspension and Summer Completion School shall be compensated at the rate of **\$28.00** per hour for 2002-2003, **\$30.00** for 2003-2004 and **\$31.00** for 2004-2005.
- 8: 5 In the event that the Board institutes a summer school, the Board agrees to reopen negotiations over salaries and terms and conditions of employment for summer school staff.
- 8: 6 Teachers who are assigned by the administration to chaperone school events (such as concerts, skating parties, dances, sporting events, etc.) beyond the school day shall be compensated at the rate of **\$62.00** per event for 2002-2003, **\$65.00** for 2003-2004 and **\$69.00** for 2004-2005.
- 8: 7 In K-5 schools, teachers who are assigned by the administration to conduct night performances for concerts, gym shows, chorus recitals, art shows, science fairs, shall be compensated at the rate of **\$74.00** for 2002-2003, **\$78.00** for 2003-2004 and **\$82.00** for 2004-2005.

**ARTICLE IX
PROMOTIONS, TRANSFERS, AND VACANCIES**

- 9: 1 All teachers shall have the right to request a transfer. Such request may indicate preference of grade, subject, and/or department assignment. Transfer requests must be made in writing to the superintendent within thirty (30) calendar days prior to April 30. Specific justification for the transfer must then be submitted in writing and the employee requesting such transfer may arrange a meeting with the superintendent or designee to consider or review the request before any decision is made. This is not to preclude requests at any other time during the school year for openings which may subsequently occur. Determination on all requests for transfers resides with the Board.
- 9: 2 If a teacher is to be transferred to another building involuntarily, then such teacher shall be given advance notice, if possible, and shall also have the right to meet with the administration to discuss such change. If the teacher is still dissatisfied with the administrative determination, then a grievance may be filed. It is expressly understood that such grievance may not proceed beyond the Board level and that final determination concerning such transfer resides with the Board.
- 9: 3 All vacancies for teaching, promotional or new positions shall be posted in all buildings ten (10) working days prior to application deadline. The notice posted shall include position title, application procedure, necessary qualifications and when applicable, grade level and building. Transfer within the school year resides solely with the school district within the limits of this Agreement.
- 9: 3.1 When vacancies occur during the summer months, posting notices will be mailed to the Association president.
- 9: 4 All vacancies arising because of new or special project positions shall be posted in every school clearly setting forth a description of and the qualifications necessary for the position including the duties and salary.
- 9: 5 It is understood that appointment to, or lack of appointment to, or retention in a voluntary position is not grievable.
- 9: 6 A list of available supplemental positions shall be presented by the Board to the Association by September 30. The Association will be notified as positions are filled thereafter.

**ARTICLE X
CURRICULUM**

- 10: 1 Curriculum decisions will not be made without the consultation of the faculty responsible for the institution of said changes. The Association shall be advised of all proposed curriculum changes.
- 10: 2 Teachers who are required to work during the summer or beyond the regular workday on researching, writing or budgeting curriculum changes shall be

compensated at the rate of **\$28.00** per hour for 2002-2003, **\$30.00** for 2003-2004 and **\$31.00** for 2004-2005.

- 10: 3 The superintendent or his designee will provide the Association with a copy of the district's educational goals/objectives prior to final Board approval.

ARTICLE XI BENEFITS AND MEDICAL COVERAGE

- 11: 1 a. The Board agrees to pay the full cost for family coverage for all full-time employees for P.A.C.E. Coverage for Blue Cross, Blue Shield, Rider J and Major Medical for the term of this contract.
- b. As per Federal law, the Board shall offer each teacher a family HMO Plan as an alternative to the Medical Insurance Plan. In the event the HMO Plan cost per employee exceeds the present Blue Cross and Blue Shield Plan's cost, the employee will incur the differential.
- c. The Board will institute the Blue Choice point of service health insurance program by no later than the October, 1996 insurance contract year. The Board retains the right to alter or eliminate this plan, but in such case of material alteration or elimination, participants in this plan shall have the right to enroll in the remaining programs without penalty or prejudice.
- 11: 2 The Board will pay full cost for a \$10.00/\$5.00 co-pay prescription plan for employee and family.
- 11: 3 The Board will pay the full family dental premium for 2002-2005. Such premium costs will be capped at the premium in effect at the end of the contract.
- 11: 4 Any teacher who has a regular, permanent or standard certificate issued by the State of New Jersey who takes a course or courses in the academic field he/she teaches to better his/her teaching profession shall be reimbursed for the tuition for such courses according to the following:
- a. Grade C or better or pass - up to \$1,125.00 per school year.
- b. Approval for tuition reimbursement must be secured from the superintendent prior to the teacher's taking the course.
- c. Courses not directly related to the teaching area may be considered upon application and permission of the superintendent.
- d. A teacher may be reimbursed up to four hundred (\$400) dollars of his/her yearly tuition reimbursement money to cover the cost of attending professional workshops, training sessions and meetings, subject to prior approval of the superintendent.
- 11: 5 The Board shall provide a description of insurance coverage and benefits to each employee.
- 11: 6 Upon retirement from this district, a teacher will be reimbursed for unused sick leave if he/she has accumulated at least fifty (50) sick days. Payment shall be based on thirty (30) percent of the per diem rate for the B.A. Step 5 in effect during the teacher's

final year of service.

- 11: 7 Teachers retiring from Monroe Township Public Schools after twenty-five (25) years of service in the district will have the health insurance coverage provided herein contained until age 65. The Board will cover all expenses to the extent that the terms of the contracts and policies with the insurance carriers permit. Coverage will be for the employee and spouse where applicable at retirement time.

ARTICLE XII SALARIES

12:1 Credit Union - Summer Payment Plan

- a. All ten-(10) month teachers shall be provided by the Board with the opportunity to have a fixed amount deducted from their contract salary utilizing payroll deductions and forwarded to a credit union selected by the Association and the Board.
- b. Teachers wishing to participate in the credit union must enroll with the Board Business Office no later than August 1 for deductions to be made in the following contract year. Enrollment or changes in the amount to be deducted will not be allowed thereafter except that the new employees may sign up within thirty (30) calendar days commencing employment.
- c. After the initial payment accompanied by a list of employee deductions, the Board shall submit monthly to the credit union a check for the appropriate total amount deducted, and those changes due to separation or new employee participation.
- d. It is expressly understood that the Board is relieved of any liability after forwarding the proper amount deducted, and the Association shall indemnify and save harmless the Board for any liability and/or legal or representation costs necessary to defend any action based on this credit union participation.
- e. Teachers not utilizing the credit union will be paid on a ten-(10) month basis.

- 12: 2 Teachers qualifying for salary increases by reason of completion of academic courses and degrees shall have until October 1 or March 1 to submit proof of completion to the Board Secretary in order to have their salaries adjusted retroactively to September 1 or February 1, respectively.

- 12: 3 Teachers shall receive salary payments every other Friday or the last day before a holiday. In the Fall, the first paycheck shall be issued on the second Friday of the school calendar.

MONROE TOWNSHIP TEACHERS SALARY GUIDE

2002-2003

<u>Years</u>	<u>Step</u>	<u>BA</u>	<u>BA+15</u>	<u>BA+30</u>	<u>BA+45</u>	<u>MA</u>	<u>MA+15</u>	<u>MA+30</u>	<u>MA+45</u>	<u>PhD</u>
1	1	37,100	37,600	38,100	38,600	39,100	39,600	40,100	40,600	41,600
2	2	37,300	37,800	38,300	38,800	39,300	39,800	40,300	40,800	41,800
3-4	3	37,500	38,000	38,500	39,000	39,500	40,000	40,500	41,000	42,000
5-6	4	38,000	38,500	39,000	39,500	40,000	40,500	41,000	41,500	42,500
7-8	5	39,100	39,600	40,100	40,600	41,100	41,600	42,100	42,600	43,600
9	6	39,700	40,200	40,700	41,200	41,700	42,200	42,700	43,200	44,200
10-11	7	41,600	42,100	42,600	43,100	43,600	44,100	44,600	45,100	46,100
12	8	42,600	43,100	43,600	44,100	44,600	45,100	45,600	46,100	47,100
13	9	43,700	44,200	44,700	45,200	45,700	46,200	46,700	47,200	48,200
14	10	44,600	45,100	45,600	46,100	46,600	47,100	47,600	48,100	49,100
15	11	45,600	46,100	46,600	47,100	47,600	48,100	48,600	49,100	50,100
16-17	12	46,600	47,100	47,600	48,100	48,600	49,100	49,600	50,100	51,100
18	13	47,600	48,100	48,600	49,100	49,600	50,100	50,600	51,100	52,100
19	14	48,600	49,100	49,600	50,100	50,600	51,100	51,600	52,100	53,100
20	15	52,700	53,200	53,700	54,200	54,700	55,200	55,700	56,200	57,200
21+	16	62,500	63,000	63,500	64,000	64,500	65,000	65,500	66,000	67,000

MONROE TOWNSHIP TEACHERS SALARY GUIDE

2003-2004

<u>Years</u>	<u>Step</u>	<u>BA</u>	<u>BA+15</u>	<u>BA+30</u>	<u>BA+45</u>	<u>MA</u>	<u>MA+15</u>	<u>MA+30</u>	<u>MA+45</u>	<u>PhD</u>
1	1	39,000	39,750	40,250	40,750	41,250	41,750	42,250	42,750	43,750
2	2	39,200	39,950	40,450	40,950	41,450	41,950	42,450	42,950	43,950
3	3	39,400	40,150	40,650	41,150	41,650	42,150	42,650	43,150	44,150
4-5	4	39,600	40,350	40,850	41,350	41,850	42,350	42,850	43,350	44,350
6-7	5	40,100	40,850	41,350	41,850	42,350	42,850	43,350	43,850	44,850
8-9	6	41,200	41,950	42,450	42,950	43,450	43,950	44,450	44,950	45,950
10	7	41,800	42,550	43,050	43,550	44,050	44,550	45,050	45,550	46,550
11-12	8	43,900	44,650	45,150	45,650	46,150	46,650	47,150	47,650	48,650
13	9	44,900	45,650	46,150	46,650	47,150	47,650	48,150	48,650	49,650
14	10	45,900	46,650	47,150	47,650	48,150	48,650	49,150	49,650	50,650
15	11	46,900	47,650	48,150	48,650	49,150	49,650	50,150	50,650	51,650
16	12	47,900	48,650	49,150	49,650	50,150	50,650	51,150	51,650	52,650
17-18	13	49,150	49,900	50,400	50,900	51,400	51,900	52,400	52,900	53,900
19	14	51,150	51,900	52,400	52,900	53,400	53,900	54,400	54,900	55,900
20	15	56,700	57,450	57,950	58,450	58,950	59,450	59,950	60,450	61,450
21+	16	64,700	65,450	65,950	66,450	66,950	67,450	67,950	68,450	69,450

MONROE TOWNSHIP TEACHERS SALARY GUIDE

2004-2005

<u>Years</u>	<u>Step</u>	<u>BA</u>	<u>BA+15</u>	<u>BA+30</u>	<u>BA+45</u>	<u>MA</u>	<u>MA+15</u>	<u>MA+30</u>	<u>MA+45</u>	<u>PhD</u>
1-3	1-3	41,400	42,650	43,150	43,650	44,150	44,650	45,150	45,650	46,650
4	4	41,600	42,850	43,350	43,850	44,350	44,850	45,350	45,850	46,850
5-6	5	41,800	43,050	43,550	44,050	44,550	45,050	45,550	46,050	47,050
7-8	6	42,300	43,550	44,050	44,550	45,050	45,550	46,050	46,550	47,550
9-10	7	43,400	44,650	45,150	45,650	46,150	46,650	47,150	47,650	48,650
11	8	44,000	45,250	45,750	46,250	46,750	47,250	47,750	48,250	49,250
12-13	9	46,100	47,350	47,850	48,350	48,850	49,350	49,850	50,350	51,350
14	10	47,100	48,350	48,850	49,350	49,850	50,350	50,850	51,350	52,350
15	11	48,300	49,550	50,050	50,550	51,050	51,550	52,050	52,550	53,550
16	12	49,300	50,550	51,050	51,550	52,050	52,550	53,050	53,550	54,550
17	13	51,800	53,050	53,550	54,050	54,550	55,050	55,550	56,050	57,050
18-19	14	54,800	56,050	56,550	57,050	57,550	58,050	58,550	59,050	60,050
20	15	59,700	60,950	61,450	61,950	62,450	62,950	63,450	63,950	64,950
21+	16	66,900	68,150	68,650	69,150	69,650	70,150	70,650	71,150	72,150

**ARTICLE XIII
GENERAL**

- 13: 1 Concerning terms and conditions of employment, the Board agrees that it will make no changes in the rules and regulations of the Board without prior negotiations as governed by Title 34, Chapter 123, PL1974.
- 13: 2 The Board shall allocate funds to each teacher for the purpose of purchasing educational materials to become part of the property of the school district as follows, elementary teachers(K-5) **\$90** in 2002-2005; middle and high school teachers(6-12) and Child Study Team members **\$70** in 2002-2005. Members of the Child Study Team may utilize their funds for professional dues or professional periodicals provided prior approval is secured from the administration in writing each year.
- 13: 3 No Board policy or rule will conflict with this Agreement. The Board retains all rights and powers granted to it under applicable statutes, except as specified herein to manage the school district.

**ARTICLE XIV
NEGOTIATIONS and SUCCESSOR AGREEMENT**

- 14 The parties agree to commence negotiations in accordance with the requirements of NJSA, Title 34, Chapter 123, PL1974.

**ARTICLE XV
GUARANTEE CLAUSE**

- 15: 1 During the term of this Agreement, the Board will appropriate in its annual budget sufficient monies to provide for, maintain and guarantee every economic provision set forth herein.
- 15: 2 The Board further agrees that nothing contained herein shall be interpreted and/or applied so as to eliminate or reduce nor otherwise change or detract from any teacher benefits or past practice in a labor relations sense existing prior to its effective date.

**ARTICLE XVI
CONFORMITY TO LAW**

- 16 Should any provision of this Agreement be held or determined by any court or agency having jurisdiction to be invalid or unenforceable, then same shall not invalidate the other provisions thereof that are severable there from.

**ARTICLE XVII
DURATION**

- 17 This Agreement shall commence July 1, 2002 and shall conclude on June 30, 2005.
- 18 **No Reprisal Clause**
The Board agrees not to retaliate against anyone who has helped in any way whatsoever to bring about this settlement.

**Monroe Township
Education Association**


President


Secretary


Negotiations Co-Chairman


Negotiations Co-Chairman

**Monroe Township
Board of Education**


President


Secretary

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